

Terms & Conditions

Infoshare+ Limited | October 2026



+ 44 (0) 20 8541 0111



contact@infoshareplus.com



infoshareplus.com

Contents

1. Definitions.....	2
2. Agreement & Term.....	3
3. Fees and Payment.....	3
4. Infoshare+'s Principal Obligations.....	4
5. Customer Obligations	4
6. Customer Data and Data Protection.....	6
7. Suspension.....	7
8. Termination	7
9. Intellectual Property	8
10. Warranties, Disclaimers, and Exclusive Remedies	9
11. Limitation of Liability.....	10
12. Liabilities for Data Protections Breach	10
13. Confidentiality	12
14. Freedom of Information	12
15. Publicity	14
16. Force Majeure	14
17. Jurisdiction.....	14
18. Entire Agreement.....	15

1. Definitions

In these Terms and Conditions, the following terms have the following meanings:

"Agreement"	means these Terms and Conditions and the Order Form and the Schedules.
"Authorised Contacts"	means the employees of Infoshare+ and the Customer who are authorised to sign this Agreement and the Order Form and make subsequent changes to the Agreement and Order Form from time to time.
"Customer"	means the organisation, company, body, or individuals that has executed this Agreement as identified in the Order Form and subscribed to the Subscription Service
"Customer Data"	means any data stored in Subscription Service by the Customer.
"Infoshare+"	means Infoshare+ Limited, company registration number 02877612 registered address 3rd Floor 22 Old Bond Street, London, England, W1S 4PY
"Data Protection Legislation"	means the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations, and secondary legislation, as amended or updated from time to time, in the UK and then any successor legislation to the GDPR or the Data Protection Act 2018.
"Electronic Communications"	means any transfer of signs, signals, text, images, sounds, data, or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Service.
"Fees"	means the charges for the Services as specified on the Order Form and payable by the Customer for use of the Subscription Service
"Initial Term"	means as stated in the Order Form.

"Subscription Service"	means Infoshare+'s software which is provided as a cloud-based software-as-a-service solution.
"Order Form"	means the Order Form, signed by both Parties, which specifies the number of Housing Assets, the Fees, and any special-to-Customer services to be provided.
"Service Documentation"	means any supporting documentation relating to the use of the Service made available to the Customer by Infoshare+ from time to time.
"Services"	means the services provided to the Customer by Infoshare+ as detailed in the Order Form, including access to the Subscription Service, training, and technical support.
"Technical Support"	means the provision of email and telephone assistance to Authorised Contacts in relation to questions they may have or issues they are encountering with the Subscription Service in accordance with Schedule 2.
"Term"	means the term of the subscription for the services as set out in the Order Form.

2. Agreement & Term

- 2.1** The parties' contract on this agreement and a completed & mutually signed contract.
- 2.2** This Agreement shall be effective from the Start Date detailed in the Order Form and shall continue in full force and effect for the Term unless the Service is terminated earlier in accordance with the provisions of clause 8.

3. Fees and Payment

- 3.1** Unless agreed on the Order Form, the Fees:
 - 3.1.1** shall be invoiced annually in advance at the commencement of the Initial Term or anniversary thereof for Subscription Fees, and for other Fees shall be invoiced at the point of order; and

- 3.1.2** are non-refundable; and
- 3.1.3** are payable within 30 days of the date of the invoice; and
- 3.1.4** are subject to indexation and will increase annual by amount equivalent to the greater of 7% or Retail Prices Index ("RPI") as published by the Office for National Statistics ("ONS"), whichever is higher.

4. Infoshare+'s Principal Obligations

- 4.1** Infoshare+ grants the Customer the non-transferable and non-exclusive right to allow the Customer to use the Subscription Service solely for the Customer's own operations.
- 4.2** Infoshare+ shall use reasonable endeavours to:
 - 4.2.1** Make the Subscription Service available to the Customer during the Service Hours
 - 4.2.2** Ensure that the Subscription Service is provided in accordance with its Service Documentation.
 - 4.2.3** Provide access to Customer's nominated points of contact via phone and email during Service Hours to a helpdesk service to resolve errors in the Software or Service, address Service non-availability, and deal with requests for enhancements of the Service by the Customer.
- 4.3** Infoshare+ may, following a notification to the Customer, modify, enhance, replace, or make deletions to part(s) to the Subscription Service to improve the Subscription Service. In the event the Customer is dis-satisfied with such changes, the Customer may terminate its Subscription in accordance with the provisions of clause 8.

5. Customer Obligations

- 5.1** The Customer agrees that it will not use the Service or Software to manage the activities or business of any other organisation, council, authority, housing association, business, or person.
- 5.2** The Customer shall ensure that the Service is not used:

- 5.2.1** In a way which is offensive, indecent, menacing, a nuisance or defamatory.
- 5.2.2** to send, knowingly receive, upload, download, store, display or use any material which is offensive, abusive, indecent, defamatory, obscene, or menacing or which is in breach of any Intellectual Property Right, privacy or any other third party right.
- 5.2.3** Fraudulently or in connection with the commission of any criminal offence (including the improper use of a public electronic communications network in breach of section 127 of the Communications Act 2003; or any unauthorised access or denial of service attacks in breach of section 1, 2, or 3 of the Computer Misuse Act 1990 or to commit an offence under the Regulation of Investigatory Powers Act 2000).
- 5.2.4** To “spam” or to send or provide unsolicited advertising or promotional material or to knowingly receive responses from “spam” or unsolicited advertising or promotional material sent or provided by the Customer or any third party acting on behalf of any of them.
- 5.2.5** To “phish” or otherwise seek information about any person’s accounts or personal details, other than during the Customer’s normal and legal business.
- 5.3** The Customer shall be responsible for password management and Infoshare+ shall not be responsible for any unauthorised access made to the Subscription Service and/or Customer Data because of lost passwords or poor password practices.
- 5.4** All access to the Subscription Service made through a valid logon and password will be treated as made by the individual to whom that logon and password was issued.
- 5.5** The Customer acknowledges that the users will need reasonable access to the internet and a browser. It is the Customer’s sole responsibility to arrange such access and to maintain network connections and telecommunications links from its systems to the Service. All problems, delays, delivery failures and other loss or damage arising from or relating to Customer’s network connections or

telecommunications links or caused by the internet shall be the responsibility of Customer.

6. Customer Data and Data Protection

- 6.1** The Customer is the Data Controller in accordance with the Data Protection Legislation.
- 6.2** The Customer shall have sole responsibility for the accuracy, quality, integrity, legality, appropriateness, and copyright of all Customer Data the Customer uses the Subscription Service to store.
- 6.3** Infoshare+ shall:
- 6.3.1** Process the Customer Data only to the extent, and in such a manner, as is necessary for the purposes specified in this Agreement.
 - 6.3.2** Process the Customer Data in compliance with all applicable laws, enactments, regulations, orders, standards, and other similar instruments.
 - 6.3.3** Ensure the appropriate organisational, physical, and technical safeguards to prevent:
 - (a)** unauthorised access to the Customer Data
 - (b)** unauthorised processing of the Customer Data.
 - (c)** accidental loss, damage, or destruction of the Customer Data.
 - 6.3.4** Ensure that access to the Customer Data is limited to those employees of Infoshare+ who need access to the Personal Data to meet Infoshare+' obligations under this Agreement; and in the case of any access by any employee, such part or parts of the Customer Data as is strictly necessary for performance of that employee's duties.
 - 6.3.5** Notify the Customer immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Customer Data. Infoshare+ will use commercially reasonable efforts to correct or restore the Customer Data as quickly as possible.
- 6.4** Access to Customer Data will, by default, be restricted to only the Customer meaning Infoshare+ users will not have access to it without express permission.

Permission and access are granted directly through the Subscription Service by Customer admin users.

- 6.5** Infoshare+ employs the use of compliant data-sub processors to fulfil its service and maintains that adequate controls and checks will be in place to monitor GDPR compliance, as outlined in the Data Processing Agreement.

7. Suspension

- 7.1** Infoshare+ reserves the right to suspend the Customer's access to and use of the Subscription Service for any accounts, for which payment is due but unpaid but only after Infoshare+ or Infoshare+ Partner has provided the Customer with two payment requests and at least thirty (30) days have passed since the transmission of the first payment request.

8. Termination

- 8.1** This Agreement and the Customer's right to use the Services will terminate where notice is served by either party, otherwise a new annual subscription will be invoiced. This will become due where notice of cancellation is not issued to Infoshare+.
- 8.2** The Customer shall be entitled to cancel its subscription with not less than 3 months' notice to expire on an anniversary of the Agreement after the Initial Term without penalty.
- 8.3** This Agreement may be terminated by either party if the other party has a receiver or administrator appointed over any or all of its undertakings or assets or passes a resolution for winding up otherwise than for the purpose of a bona fide scheme of reconstruction (or a court competent jurisdiction makes an order to that effect), enters into a voluntary arrangement with creditors, becomes subject to an administration order or ceases to carry on in business.
- 8.4** Either party may immediately terminate this Agreement in the event the other party commits a material breach of any provision of this Agreement which is not cured within six weeks of written notice being given to that party by the non-breaching party.

8.5 The Customer acknowledges that following termination in accordance with this clause 8:

- 8.5.1** Infoshare+ may immediately prevent access to the Customer's account and that following a period of not less than ninety (90) days shall be entitled to delete the Customer's account and all associated Customer Data, and
- 8.5.2** During this 90-day period and upon the Customer's request, Infoshare+ will grant the Customer limited access to the Subscription Service for the sole purpose of retrieving the Customer Data, provided that the Customer has paid in full for Services plus related taxes. The Customer agrees and acknowledges that after the expiry of such 90-day period Infoshare+ shall have no obligation to retain Customer Data and that Customer Data may be irretrievably deleted.
- 8.5.3** During this 90-day period Infoshare+ will provide the Customer with an export of the Customer Data. The exported data will be provided as copy of the relevant database (in MySQL format), exports of all the database tables in MS Excel/CSV format, and copies of all files (e.g. MS Word documents, pdf's, etc.) uploaded to Subscription Service by the Customer, or in the format specified by the Customer. Alternatively, upon the Customer's request, Infoshare+ shall delete all Customer Data and provide written confirmation to the Customer of the same within 30 days.

9. Intellectual Property

- 9.1** The intellectual property rights in the Customer Data shall remain the property of the Customer and Infoshare+ shall have no rights in or to the Customer Data other than the licence to use them for the purposes in accordance with this Agreement.
- 9.2** The Intellectual Property Rights in the Subscription Service shall remain owned by Infoshare+. No rights are granted to the Customer in relation to the Intellectual Property Rights in the Software and Service. Nothing herein shall be construed or give any effect to any transfer of right, title, or interest in Infoshare+'s intellectual property.

- 9.3** Infoshare+ warrants that it has the appropriate intellectual property rights, skills, knowledge, experience, techniques, materials, concepts, and know-how required to provide the Subscription Service and meet its obligations under this Agreement.

10. Warranties, Disclaimers, and Exclusive Remedies

- 10.1** Infoshare+ warrants that during the Term:
- 10.1.1** the Subscription Service will achieve in all material respects the functionality described in the Service Documentation applicable to the Services purchased by the Customer.
 - 10.1.2** the functionality will not be materially decreased during the Term.
 - 10.1.3** the Subscription Service will meet the service levels specified in the Service Level Agreement listed in Schedule 2.
- 10.2** Infoshare+ does not warrant that the Subscription Service will be error-free. Any error brought to Infoshare+'s attention by the Customer shall be resolved as soon as possible.
- 10.3** The Customer's primary remedy for Infoshare+'s breach of this warranty shall be that Infoshare+ shall be required to use reasonable efforts to modify the Subscription Service to achieve in all material respects the functionality described in the Service Documentation. If Infoshare+ is unable to restore such functionality, the Customer's sole remedy will be that they shall be entitled to terminate the Agreement and shall be entitled to a pro-rata refund of the Subscription Fees paid under the Agreement, for the terminated portion of the Term.
- 10.4** Infoshare+ shall have no obligation with respect to any claim under the above warranties unless notified of such a claim within thirty (30) days of the first instance of the performance of the deficient Services. Such notice must be sent to email address support@infoshareplus.com.

11. Limitation of Liability

- 11.1** Neither party seeks to limit or exclude its liability for death or personal injury caused by negligence for which it is responsible, nor in respect of fraud or fraudulent misrepresentation. No provision of this Agreement shall be interpreted as attempting to exclude or limit such liability or any other liability which cannot be limited or excluded by Law.
- 11.2** Neither party shall be liable in any circumstances for any indirect and/or consequential losses or liabilities. Such losses may include but are not limited to loss of profit, loss of anticipated savings, loss of revenue, loss or corruption of data, loss of goodwill, loss of business and pure economic loss.
- 11.3** Except for any liabilities that may arise under clause 11, Infoshare+'s maximum liability for any damages arising out of or related to this Agreement, whether in contract or tort, or otherwise, shall be limited to the 125% of the annual Fees paid to Infoshare+ by the Customer.

12. Liabilities for Data Protections Breach

- 12.1** If financial penalties are imposed by the Information Commissioner on either the Customer or Infoshare+ for a Personal Data Breach ("Financial Penalties") then the following shall occur:
- 12.1.1** if in the view of the Information Commissioner, the Customer is responsible for the Personal Data Breach, in that it is caused because of the actions or inaction of the Customer, its employees, agents, contractors (other than Infoshare+) or systems and procedures controlled by the Customer, then the Customer shall be responsible for the payment of such Financial Penalties. In this case, the Customer will conduct an internal audit and engage at its reasonable cost, when necessary, an independent third party to conduct an audit of any such Personal Data Breach. Infoshare+ shall provide to the Customer and its third-party investigators and auditors, on request and at Customer's reasonable cost, full cooperation, and access to conduct a thorough audit of such Personal Data Breach.
- 12.1.2** if in the view of the Information Commissioner, Infoshare+ is responsible for the Personal Data Breach, in that it is not a Personal Data Breach

that the Customer is responsible for, then Infoshare+ shall be responsible for the payment of these Financial Penalties. Infoshare+ will provide to the Customer and its auditors, on request and at Infoshare+'s sole cost, full cooperation, and access to conduct a thorough audit of such Personal Data Breach; or

12.1.3 if no view as to responsibility is expressed by the Information Commissioner, then the Customer and Infoshare+ shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. If the Parties do not agree such apportionment, then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).

12.2 If either the Customer or Infoshare+ is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

12.3 In respect of any losses, cost claims or expenses incurred by either Party because of a Personal Data Breach (the "Claim Losses"):

12.3.1 if the Customer is responsible for the relevant Personal Data Breach, then the Customer shall be responsible for the Claim Losses.

12.3.2 if Infoshare+ is responsible for the relevant Personal Data Breach, then Infoshare+ shall be responsible for the Claim Losses: and

12.3.3 if responsibility for the relevant Personal Data Breach is unclear, then the Customer and Infoshare+ shall be responsible for the Claim Losses equally.

12.4 Nothing in either clause 12.2 or clause 12.3 shall preclude the Customer and Infoshare+ reaching any other agreement, including by way of compromise with a third-party complainant or claimant, as to the apportionment of financial

responsibility for any Claim Losses because of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Customer.

12.5 This clause 12 shall survive the termination of this agreement.

13. Confidentiality

13.1 Each party may be given access to Confidential Information from the other party to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

- (a)** Is or becomes publicly known other than through any act or omission of the receiving party.
- (b)** was in the other party's lawful possession before the disclosure.
- (c)** is lawfully disclosed to the receiving party by a third party without restriction on disclosure.
- (d)** is independently developed by the receiving party, which independent development can be shown by written evidence; or
- (e)** is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

13.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this agreement.

13.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

13.4 Neither party shall be responsible for any loss, destruction, alteration, or disclosure of Confidential Information caused by any third party.

14. Freedom of Information

14.1 Infoshare+ acknowledges that the Customer may be subject to the requirements of the Code of Practice on Government Information, the Freedom

of Information Act 2000 (“the FOIA”), the Environmental Information Regulations 2004 (“the EIR’s”) and other statutory requirements, guidance and codes of practice issued by the Information Commissioner or relevant Government departments and Infoshare+ agrees to assist and co-operate with the Customer (at Infoshare+’s expense except insofar as otherwise agreed in writing) to enable the Customer to comply with its Information (as defined in Section 84 of the FOIA) obligations.

14.2 Infoshare+ acknowledges that designation by Infoshare+ or the Customer of any information as Confidential Information is indicative only of the status of such information and that irrespective of such designation the Customer may disclose or publish such information in accordance with the provisions of this Clause 14 (Freedom of Information).

14.3 Infoshare+ shall and shall procure that any Sub-Contractors shall:

14.3.1 transfer to the Customer any Requests for Information, or an apparent request, under the Code of Practice on Access to Government Information, the FOIA or the EIR’s that it receives as soon as practicable after receipt and in any event within two (2) Working Days of receiving such Request for Information.

14.3.2 provide the Customer with a copy of all Information in its possession or power in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may specify) of the Customer requesting that Information; and

14.3.3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to a Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the EIR’s.

14.4 Infoshare+ acknowledges that the Customer may, acting in accordance with the Department of Constitutional Affairs’ Code of Practice on the Discharge of Functions of Public Authorities under Part 1 of the FOIA (“the Code”) and freedom of information best practice for local authorities:

14.4.1 disclose Information under the FOIA or the EIR’s without consulting Infoshare+; or

14.4.2 disclose Information under the FOIA or the EIR's following consultation with Infoshare+ and having taken its views into account provided that where this Clause 14 (Freedom of Information) applies, the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give Infoshare+ advanced notice of the disclosure, or failing that, to draw the disclosure to Infoshare+'s attention after any such disclosure.

14.5 Infoshare+ agrees that notwithstanding any other clause in this Agreement, Infoshare+ hereby consents to the Customer publishing the Agreement in its entirety, including from time-to-time agreed changes to the Agreement, to the public irrespective of whether such publication is pursuant to a Request for Information or otherwise.

15. Publicity

15.1 The Customer and Infoshare+ agree that each party may disclose that they share a business relationship, and the Customer subscribes to the Subscription Service. Further details of the business relationship shall not be disclosed without the express consent of both parties.

16. Force Majeure

16.1 The obligations of each party under this Agreement shall be suspended during the period and to the extent that such party is prevented or hindered from complying with them by any cause beyond its reasonable control including events such as, but not limited to: strikes, lock-outs and labour disputes (other than by its own work force); acts of God; war; terrorism; riot; civil commotion; malicious damage; compliance with any new law or governmental order, regulation or direction; major accident; fire; flood; or storm.

17. Jurisdiction

17.1 This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.

- 17.2** The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

18. Entire Agreement

- 18.1** This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 18.2** Each party acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.